

# CERTIFICATE OF PUBLICATION

From THE NEWS-POST

Frederick, Md.

LAW OFFICES  
MILES & STOCKBRIDGE

## TRUSTEE'S SALE

Substitute Trustee's Sale of valuable improved real estate located in Frederick County, Maryland.

The Note secured by the following Deed of Trust is in default. The Deed of Trust is dated January 3, 1977 and recorded January 3, 1977 in Liber 1007 at folio 975 among the Land Records for Frederick County, Maryland.

By virtue of the power and authority provided in the Deed of Trust, the Substitute Trustee will sell, at public auction, all of the land, premises and any other property described in the Deed of Trust ("premises"). The sale will take place on

**TUESDAY, AUGUST 27, 1985**

**AT 10:30 A.M.**

on the courthouse front steps of the Circuit Court of Maryland for Frederick County, Maryland.

The premises described in such Deed of Trust are more particularly described as follows:

All that lot or parcel of land situate, lying and being in Jefferson Election District, in the Town of Jefferson, Frederick County, Maryland, being more particularly described as follows:

BEGINNING at the end of the 14th line of Parcel 1 in a confirmatory Deed from Herschel T. Boyar, widower, to Clifford B. Lull, Jr. and Albert M. Powell, Jr., dated August 30, 1968 and recorded in Liber 789, Folio 741, one of the Land Records of Frederick County, Maryland; and running thence with said line reversed, S. 02° 55' 10" E. 325.80 feet to a point in the right of way line of U.S. Route 340, thence S 73° 49' 20" W. 4.48 feet, thence continuing with said right of way line with a line curving to the right with a radius of 3,669.72 feet for a distance of 165.42 feet, thence right with a radius of 3,669.72 feet for a distance of 165.42 feet, thence N. 02° 52' 27" W. 336.67 feet to a standard marker, thence N. 84° 49' 00" E. 168.97 feet to a standard marker at the place of beginning, containing 1.289 acres of land, more or less.

Also known as the premises of 3849 A. Jefferson Pike, Jefferson, Maryland 21755 a detached 2 story dwelling with 7 rooms.

**TERMS OF SALE:** This advertisement, as amended or supplemented by any oral announcements during the conduct of the sale, constitutes the Substitute Trustee's entire terms upon which such premises shall be offered for sale, sold or purchased. The Substitute Trustee reserves the unqualified right to withdraw the premises, in whole or in part, at any time before sale or to release the premises, in whole or in part, from the Deed of Trust lien at any time before sale. If the Substitute Trustee determines that any opening bid is not commensurate with the value of the premises, he may reject the bid and withdraw the premises from sale. The highest bidder acknowledged by the Substitute Trustee shall be the purchaser. If any dispute arises among the bidders, the Substitute Trustee shall have the sole and final discretion either to determine the successful bidder or to reoffer and resell the premises.

All state and local ad valorem real estate taxes, other public charges, regular and special assessments and the like shall be adjusted to the date of the foreclosure sale and thereafter assumed by the purchaser. The purchaser shall pay all state and local transfer taxes, documentary taxes, recordation taxes and fees, title examination costs, attorneys' fees, conveyancing fees, notary fees and all other incidental settlement costs.

The purchaser shall settle and comply with the sale terms within ten (10) days after the Circuit Court for Frederick County, Maryland finally ratifies the sale. **TIME IS OF THE ESSENCE.**

If the purchaser defaults, in addition to any other legal or equitable remedies available to him, the Substitute Trustee may declare the entire deposit forfeited and resell the premises at the risk and cost of the defaulting purchaser. In such event, the defaulting purchaser shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of both sales, reasonable attorneys' fees, all other charges due and incidental damages. The parties' respective rights and obligations regarding the Terms of Sale and the conduct of the sale shall be governed by and interpreted according to the laws of the State of Maryland.

The premises are sold "as-is", and neither the Substitute Trustee nor any other party makes any warranty or representation, either express or implied, of any kind or character, with respect to the premises' physical condition. The premises are sold subject to any, and all covenants, conditions, restrictions, easements, rights-of-way and limitations of record. The premises are sold subject to the rights of persons, other than the Substitute Trustee, in possession of all or of any part of the premises as tenants under recorded or unrecorded leases, if any. Neither the Substitute Trustee nor any other party guarantees or covenants to deliver or in any way obtain possession of the premises for any purchaser.

A deposit of \$5,000.00 in cash, certified check or some other form of exchange acceptable to the Substitute Trustee, in his sole and final discretion, will be required from the purchaser at the time of sale. The balance of the purchase price, together with interest on such balance at the rate of twelve percent (12%) per annum from the date of sale to the date of settlement, must be paid in cash or equivalent current funds at the date of settlement.

Prospective bidders and other interested parties may obtain additional or more detailed information concerning this sale by contacting the Substitute Trustee. When calling, please refer to the property's address and the relevant county.

**MILES & STOCKBRIDGE**

Attorneys for the  
Substitute Trustee

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301-762-1600

Frederick, Md. *August 20*, 19*85*.

This is to certify that the annexed *Public*

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dates: *Aug. 8, 15, 22*

THE NEWS-POST

Per *S. Dunkelman*